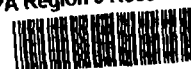




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

EPA Region 5 Records Ctr.



250321

FEB 09 2006

REPLY TO THE ATTENTION OF:

RRG Clayton Chemical Site - Soils

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RRG/CLAYTON CHEMICAL SITE PRP Group
c/o: Sharon R. Newlon, Esq.
Dickinson Wright, PLLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226

Re: First Amendment to October 27, 2005 Administrative Settlement Agreement and Order on Consent for Removal Action for the RRG/Clayton Chemical Soils Site, Sauget, IL (No. V-W-05-C-829)

Dear Madam:

Enclosed please find an executed copy of the First Amendment to the October 27, 2005, Administrative Settlement Agreement and Order on Consent for Removal Action for the above-referenced Site pursuant to Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. Sections 9604, 9607 and 9622. Thank you for your cooperation in this matter.

If you have any questions regarding this Amendment to the Administrative Settlement Agreement, please contact Tom Turner, Associate Regional Counsel, at 312/886-6613 or Kevin Turner, On-Scene Coordinator, at 618/997-0115.

Sincerely yours,

Richard C. Karl, Director
Superfund Division

Enclosure

cc: State Agency Superfund Program Manager

bcc: Docket Analyst, ORC (C-14J)
Tom Turner Attorney, ORC (C-14J)
Kevin Turner [OSC], (SE-5J) or (SE-GI) or (5-SEDO)
John Maritote, EESS (SE-5J)
William Ryczek[Enforcement Specialist], EESS (SE-5J)
Fushi Cai, EESS (SE-5J)
Denise Battaglia, Public Affairs (P-19J) w/out attachments
Michael T. Chezik, Department of Interior
Linda Haile, PAAS (MF-10J)
Records Center (SMR-7J)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 5

IN THE MATTER OF:	)	Docket No. V W 05-C-829
)	
RESOURCE RECOVERY GROUP/)	
CLAYTON CHEMICAL SITE	)	ADMINISTRATIVE SETTLEMENT
Sauget, Illinois	)	AGREEMENT AND ORDER ON
	)	CONSENT FOR REMOVAL ACTION
	)	Proceeding Under Sections
Respondents:	)	104, 107 and 122 of the
	)	COMPREHENSIVE, ENVIRONMENTAL
Listed in Attachments A & B	)	RESPONSE, COMPENSATION AND
	)	LIABILITY ACT, as amended,
	)	42 U.S.C. §§ 9604, 9607 and
	)	9622

FIRST AMENDMENT TO ADMINISTRATIVE SETTLEMENT AGREEMENT
AND ORDER ON CONSENT FOR REMOVAL ACTION PURSUANT TO SECTIONS
104, 107 and 122 OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT OF 1980,
as amended, 42 U.S.C. §§ 9604, 9607 and 9622

The Administrative Settlement Agreement and Order on Consent
("Order"), U.S. Environmental Protection Agency ("U.S. EPA")
Docket No. V W 05-C-829, issued on 10-27-05 under Sections 104,
107 and 122 of the Comprehensive Environmental Response,
Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607
and 9622, is hereby modified as follows:

ORDER Attachments A & B of the Order shall be amended to include
additional performing and nonperforming members of this order as
identified in the 'Amended January 2006' Attachments A & B:

This First Amendment to the Resource Recovery Group/Clayton
Chemical Site Administrative Settlement Agreement and Order on
Consent is hereby incorporated into the Order as if it were
originally part of the Order; all terms, conditions, and
stipulations of the Order shall apply to this First Amendment.

By: Richard C Karl
Richard C. Karl, Director
Superfund Division
U.S. Environmental Protection Agency
Region 5

Attachment A
Performing Members of the PRP Group
Amended January 2006

Afton Chemical Corporation
Allied Healthcare Products, Inc.
American Recreation Products, Inc.
ADM (Archer Daniels Midland)
Anheuser-Busch Company, Inc.
 including affiliates St. Louis Refrigerator Car Co., and Metal Container Corporation
Arris International, Inc.
Baker Petrolite Corporation
Bemis Company Inc.
Cerro Flow Products, Inc.
Chemisphere Corporation
Chicago Drum, Inc.
Conopco, Inc.(Cheseborough Ponds)
Crown Holdings, Inc., .
 including Crown Cork & Seal Co., Inc., and Continental Can Co. (f/k/a Crown Beverage Packaging, Inc.)
Curwood Inc.
DaimlerChrysler Corporation
Dow Chemical Company (The)
ExxonMobile Oil Corporation
Ford Motor Company
The Glidden Company
Hussman Corporation
Illinois Central Railroad Company
 f/k/a Illinois Gulf Central Railroad/ Gulf, Mobile & Ohio Railroad
INX International Ink Company
Koch Industries, Inc.
Lear Corporation
 including United Technologies
Lincoln Industrial Corporation
Mallinckrodt Inc.
Marchem Corporation
McIntyre Group, LTD
Mitsubishi Motors North America, Inc.
Nascote Industries, Inc.
National Coatings Inc.
Nordenia/M&W Packaging
Norfolk Southern Railway Company
Olin Corporation
Penn Aluminum International, Inc.
Precoat Metals (Sequa Corporation)
Riley Brothers Co
Sterling Lacquer Manufacturing Company
Superior Oil Co.
Teva Pharmaceuticals
 including BioCraft Labs

Attachment A
Performing Members of the PRP Group
Amended January 2006

Tnemec Company, Inc.
U.S. Paint Corporation
Valentec Wells, LLC
Walker Paducah Corp

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 8th day of November, 2005.

For Respondent Allied Healthcare Products, Inc.

By Eldon P. Rosentater

Title V. P. Administration

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 11 day of November, 2005.

For Respondent *ADM*

By



Title Executive Vice President, Secretary
and General Counsel

IN THE MATTER OF:

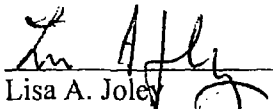
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 1st day of December, 2005

For Respondent

Anheuser-Busch Companies, Inc. on a consolidated basis on behalf of itself and its affiliates St. Louis Refrigerator Car Co. and Metal Container Corporation.

By: 
Lisa A. Joley
Title: Vice President and General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 15 day of December, 2005.

For Respondent Illinois Central Railroad Company (f.k.a. Illinois Central Gulf Railroad / Gulf, Mobile & Ohio Railroad)
By Michael J. Torab

Title GENERAL COUNSEL

1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 5th day of DECEMBER, 2005.

For Respondent US PAINT CORPORATION

By Robert W. Brune

Title CFO

Attachment B
Non-Performing Members of the PRP Group
Amended January 2006

Agfa Corporation, as parent and successor to Lastra Amercia Corp.
Alberici Constructors, Inc. f/k/a Alberici Construction Company
American Greetings Corp.,
Aramark Uniform & Career Apparel
including Aratex Services, Inc. and Todd, Inc.
Associated Electric Cooperative, Inc. (AECI)
BASF Corporation
Bachman Machine Co.
Basler Electric Co.
Bell Sports, Inc.
The Boeing Co.
including McDonnell Douglas
Brewer Science Inc.
Carlisle Syntec Inc.
ChemCentral Midwest Corporation
Chevron Environmental Management Company for itself and on behalf of Chevron USA, Inc.
Clean The Uniform Company St. Louis f/k/a Clean Coverall Supply Co., Inc.
CNH America LLC as alleged successor to DMI
Cooper US, Inc. (Bussman)
Crane Co.
Elementis Chemicals Inc
including Thompson Hayward Chemical Co/Harcros Chemicals
EnPro Industries, Inc.
Esco Technologies
Fort Transfer Co.
Gardner Denver, Inc.
General Motors Corporation
Hallmark Cards, Inc.
Heritage Environmental Services, L.L.C.
Illinois Tools Works Inc. (Diagraph)
Interlake Material Handling, Inc.
The Grigoleit Company
The Knapheide Mfg. Co.
Komatsu American International Co.
Komatsu Mining Systems, Inc.
LHB Industries
Lastra Amercia Corporation
Masterchem Brands, Inc.
MeadWestvaco Consumer Packaging Group, LLC f/k/a AGI Incorporated
The Meramec Group
Mid States Paint
Morton Metalcraft
Nashua Corporation
Nooter Corporation
P D George Company
Parsons Company

Attachment B
Non-Performing Members of the PRP Group
Amended January 2006

Pechiney Plastic Packaging Inc
Perma Fix Environmental Services
Polyone Corp., Successor to Dennis Chemical Co.
Quest Diagnostics
Ray Schumann & Associates, Inc.
Renaissance Mark
Reynolds Metals Company
Robertson-Ceco
The Sherwin Williams Company
 including Pratt & Lambert and Brod-Dugan
Soundolier Electrical Company
Standard Machine & Manufacturing
Standard Sheet Metal Inc.
Steelweld Equipment Company, Inc.
Stupp Bros. Bridge & Iron Co.
TG USA
True Manufacturing Co., Inc.
Universal Printing
Vaughan & Bushnell Mfg. Co.
VI-JON Laboratory Inc.
Wareco Services, Inc.
Washington University
ZF Sachs Automotive

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of November, 2005.

For Respondent Agfa Corporation, as parent and successor to Lastra America Corp.

By 

Title Robert K. Sarafian, Vice President and General Counsel

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, e.g., post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Performing Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Performing Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Performing Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/ATTACHMENTS

75. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachments A-E.

XXVIII. EFFECTIVE DATE

76. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

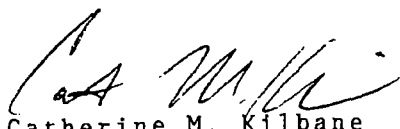
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 16th day of November, 2005.

For Respondent American Castings Corp.

*By



Catherine M. Kilbane

Title Senior Vice President, General Counsel

- * Entry of American Greetings Corporation into this Order does not constitute, nor shall it be construed to constitute, an admission of liability by American Greetings Corporation for any of the entities for which American Greetings Corporation has been ascribed volume or responsibility under this Order. Further, entry into this Order does not constitute and shall not be construed to constitute an admission that any of these entities, or American Greetings Corporation contributed hazardous substances to the Clayton Chemical Site.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 22 day of November, 2005.

For Respondent Aramark Uniform & Career Apparel, Inc. / Aratex Services, Inc./Todd, Inc.

By



Title Vice President

Name: David Michaelson

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 5 day of December, 2005

For Respondent BASF Corporation

By Nan Bernardo

Title Environmental Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 13 day of December, 2005.

For Respondent Chevron Environmental
Management Company for itself and on behalf of Chevron USA Inc.

By

Judson C. Pollock
Title Assistant Secretary

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 3rd day of November, 2005

For Respondent Crane Co.

By William M. Dyer

Title Assistant General Counsel &
Assistant Secretary.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 20th day of December, 2007.

For Respondent Quincy Compressor/Enpro Industries

By Jean R. Mayo

Title Deputy General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 12th day of December, 2005.

For Respondent Fort Transfer Co.

By John A. Brand John A. Brand

Title CFO

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28 day of November, 2005

For Respondent GENERAL MOTORS CORPORATION

By Michelle J Fisher

Title attorney

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 9th day of December, 2005.

For Respondent Hellmark Cards, Incorporated

By [Signature]
Title Vice President & General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of the Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of November, 2005.

For Respondent: Lastra America Corporation

By: Robert K. Sarafian

Title Secretary

A handwritten signature in cursive script, appearing to read "Robert K. Sarafian", is written over a horizontal line.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 11 day of November, 2005.

For Respondent **MeadWestvaco Consumer Packaging Group, LLC**
(f/k/a AGI Incorporated)

By



Title

Richard N. Burton
Vice President

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Performing Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Performing Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Performing Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/ATTACHMENTS

75. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachments A-E.

XXVIII. EFFECTIVE DATE

76. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 18th day of January, 2006

For Respondent Masterchem Brands, Inc.

By *Aust H. Gail*

Title Associate Corporate Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 14 day of December 2005

For Respondent The Meramec Group

By 

Title CFO

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this ____ day of _____, 2____.

For Respondent

By

Michael W Bytnar

Title

President

Nooter Corp.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 14th day of December, 2005.

For Respondent Quest Diagnostics

By Karl Koehnman
Karl Koehnman

Title Marketing Director

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 8th day of December, 2005.

For Respondent: Ray Schumann & Associates, Inc.

By Jim Schumann

Title Secretary/Treasurer

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 10th day of Nov., 2005.

For Respondent Renaissance Mark

By [Signature]

Title TREASURER & SECRETARY

IN THE MATTER OF:

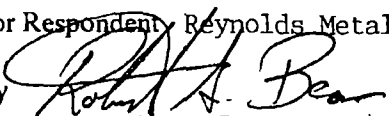
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 11th day of November, 2005.

For Respondent ~~Reynolds Metals Company~~

By



Title

Vice President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 18 day of December, 2005

For Respondent Robertson-Ceco

By X [Signature]

Title EXECUTIVE PRESIDENT

IN THE MATTER OF:

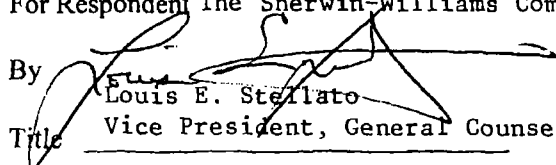
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 15th day of December, 2005.

For Respondent The Sherwin-Williams Company, Pratt & Lambert and Brod-Dugan

By



Louis E. Stellato

Title

Vice President, General Counsel and Secretary - The Sherwin-Williams Company

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30th day of Nov, 2005

For Respondent Harco Services, Inc.

By Eddie Argente

Title Secretary to Board
of Directors

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 13th day of December, 2005.

For Respondent Washington University

By 
Bruce Backus

Title Asst. Vice Chancellor - Env. Health & Safety